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ATTORNEYS AT LAW  
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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

RECORDATION NO. 9368-B  
FILED 1425  
OCT 18 1995 11:00 AM  
INTERSTATE COMMERCE COMMISSION

OF COUNSEL  
URBAN A. LESTER

October 18, 1995

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of an Assignment and Assumption Agreement and Bill of Sale, both dated as of April 30, 1995, both secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to the Conditional Sale Agreement and other secondary documents relating thereto duly filed with the Commission under Recordation Number 9368.

The names and addresses of the parties to the enclosed documents are:

Assignment and Assumption Agreement

Assignor: ITT Commercial Finance Corp.  
645 Maryville Centre Drive  
St. Louis, Missouri 63141-8320

Assignee: Computer & Equipment Leasing Corporation  
645 Maryville Centre Drive  
St. Louis, Missouri 63414-5832

Charter Party - [Signature]

Mr. Vernon A. Williams  
October 18, 1995  
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Bill of Sale

Seller: ITT Commercial Finance Corp.  
645 Maryville Centre Drive  
St. Louis, Missouri 63141-5832

Buyer: Computer & Equipment Leasing Corporation  
645 Maryville Centre Drive  
St. Louis, Missouri 63141-5832

A description of the railroad equipment covered by the enclosed documents is:

Twenty-five (25) bi-level autoracks set forth on Schedule A attached to the Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$42.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg  
Enclosures

REGISTRATION NO. 9368-B  
FILED 1425

OCT 10 1995 - 9:32 AM

UNITED STATES DEPARTMENT OF COMMERCE

### **ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement is made as of this 30th day of April, 1995, between ITT Commercial Finance Corp., a Nevada corporation ("Assignor") and Computer & Equipment Leasing Corporation, a Wisconsin corporation ("Assignee") pursuant to Section 6.7 of the Stock Purchase Agreement dated February 14, 1995, between ITT Corporation, a Delaware corporation and Deutsche Bank AG, a corporation organized under the laws of the Federal Republic of Germany (the "Stock Purchase Agreement"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Stock Purchase Agreement.

KNOW ALL MEN BY THESE PRESENTS, that Assignor, for good and valuable consideration received from Assignee, the receipt and sufficiency of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, set over and convey unto Assignee all of Assignor's right, title and interest in the property set forth in Schedule A, attached hereto and all other of its assets not used exclusively or primarily in the Commercial Finance Business which are not otherwise being transferred to an Affiliate of ITT pursuant to the Stock Purchase Agreement (the "Property").

TO HAVE AND TO HOLD the Property unto Assignee, its successors and assigns, forever.

Assignor, for itself, its successors and assigns further covenants and agrees that it will, whenever and as often as reasonably requested to do so by Assignee, do, execute, acknowledge and deliver any and all such other and further acts, assignments, transfers and any instruments of further assurance, approvals and consents as are necessary or proper in order to complete, ensure and perfect the sale, transfer and conveyance of its right, title and interest in the Property to Assignee, contemplated hereby and by the Stock Purchase Agreement.

Effective as of the date hereof, Assignee hereby absolutely and irrevocably assumes and agrees to perform and discharge any and all liabilities and obligations of Assignor in respect of the Property.

This Assignment and Assumption Agreement shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.

This Assignment and Assumption Agreement shall be construed and enforced in accordance with and governed by the laws of the State of New York, without regard to principles regarding the choice of law.



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed and delivered by their respective duly authorized representatives as of the date first above written.

ITT COMMERCIAL FINANCE CORP.

By:   
Terence L. Payne, Vice President

COMPUTER & EQUIPMENT LEASING  
CORPORATION

By:   
Terence L. Payne, Vice President

STATE OF MISSOURI )  
 )  
COUNTY OF ST. LOUIS )

ss:

On the 30th day of April, 1995, before me personally came Terence Payne, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Computer & Equipment Leasing Corporation, the Assignee described in and which executed the foregoing instrument; and that he signed his name thereto by authority of said corporation.

(SEAL)  
PATRICIA E O'MALLEY  
NOTARY PUBLIC — NOTARY SEAL  
STATE OF MISSOURI  
FRANKLIN COUNTY  
MY COMMISSION EXP. JULY 16, 1999

  
Notary Public

STATE OF MISSOURI )  
 )  
COUNTY OF ST. LOUIS )

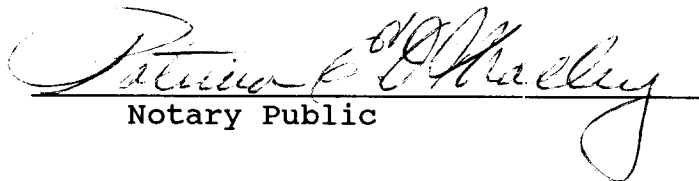
ss:

On the 30th day of April, 1995, before me personally came Terence Payne, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of ITT Commercial Finance Corp., the Assignor described in and which executed the foregoing instrument; and that he signed his name thereto by authority of said corporation.

(SEAL)

X486

PATRICIA E O'MALLEY  
NOTARY PUBLIC — NOTARY SEAL  
STATE OF MISSOURI  
FRANKLIN COUNTY  
MY COMMISSION EXP. JULY 16, 1999

  
Notary Public

**SCHEDULE A TO ASSIGNMENT AND ASSUMPTION AGREEMENT  
DATED AS OF APRIL 30, 1995  
BETWEEN ITT COMMERCIAL FINANCE CORP. AND  
COMPUTER & EQUIPMENT LEASING CORPORATION**

<u>Type</u>	<u>Quantity</u>	<u>SCL I.D. Numbers (Inclusive)</u>
Enclosed Tri-Level Auto Racks	81	T-797 through T-879 (excluding two casualties T-811 and T-850)
Fully Enclosed Bi-Level Auto Racks	25	B-534 through B-558

X484





**Interstate Commerce Commission**  
**Washington, D.C. 20423-0001**

10/18/95

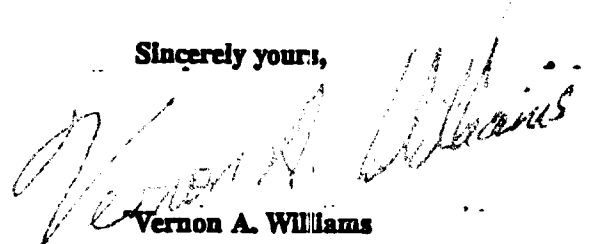
**Office Of The Secretary**

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth St., NW., Ste. 200  
Washington, DC., 20006-2973

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/18/95 at 11:20AM, and assigned recordation number(s). 9368-B, 9368-C, 9368-D and 9368-E.

Sincerely yours,



Vernon A. Williams  
Secretary

**Enclosure(s)**

(0100817007)

\$<sup>84.00</sup> The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

